

**SPECIFICATIONS
for
CHEMICALS –
POLYALUMINUM COAGULANT BLEND
WATER TREATMENT PLANT**



**CITY OF BILLINGS
Public Works Department
2251 Belknap Avenue
Billings, MT 59101**

March 2022



INVITATION FOR BID (IFB)

Name of Good or Service Requested:

**CHEMICALS – POLYALUMINUM COAGULANT BLEND
FOR WATER TREATMENT PLANT**

Contents:

- A. Summary of Invitation for Bid
- B. Instructions to Bidders
- C. Contract Requirements and Specifications
- D. Pricing and Addendum
- E. Standard Terms and Conditions
- F. Conditions and Non-Collusion Form
- G. Intent to Respond Form
- H. Vendor List

Attachment A – Vendor List

Attachment B – Contract Requirements and Specifications



A. Summary of Invitation for Bid

This bid is for the purpose of entering into a contract polyaluminum coagulant blend (Coagulant) for the City of Billings. The successful bidder agrees to provide the City of Billings with an acceptable quality of equipment/service, performance and workmanship as determined by the City of Billings.

It is the purpose of this bid to obtain the best quality of equipment/service at the most favorable price to the City of Billings. Consideration will be given for the level of service offered and ability to meet stated specifications as outlined in the contract documents.

The lowest bid need not be accepted if it is documented that a specific supplier in the past has been a poor performer or has provided poor goods.

B. Instructions to Bidders

CHEMICALS – POLYALUMINUM COAGULANT BLEND FOR WATER TREATMENT PLANT for the City of Billings Public Works Department – Water Quality Division, Billings, Montana, must be sent and addressed to the City Clerk of Billings, Montana, at the office of the City Clerk, 210 N. 27th Street, Billings, Montana 59101, up until 2:00 PM (MST) on Tuesday, April 5, 2022.

This bid is for a fixed price for polyaluminum coagulant blend for a period of twelve (12) months from award of the contract. The City of Billings has the option to renew the contract for one (1) year at a time up to a total of three (3) years contingent upon:

The new price for the product can be mutually agreed upon by both parties, and satisfactory performance and delivery by the successful bidder in the sole opinion of the City of Billings

The City of Billings will not accept bids for product other than Hawkins AquaHawk 457 or Kemira PAX-XL 3920LX unless that product has been successfully demonstrated through plant scale testing as delineated in letters sent to prospective suppliers on February 7, 2022.

More specific additional information regarding this **Chemicals – Polyaluminum Coagulant Blend for Water Treatment Plant** bid may be obtained by contacting Zoe Smith, Water Plant Operations Supervisor, at (406) 247-8683 or Louis Engels, Water Quality Superintendent, at (406) 657-8349: 2251 Belknap Avenue, Billings, Montana 59101, or email smithz@billingsmt.gov or engelsl@billingsmt.gov, respectively. The bid document is on the City's website at <http://ci.billings.mt.us/>, select the "Doing Business" tab, then select "Bids & RFP's". The document will either be listed at the bottom of the screen or beside "Show Me", and then select the type of bid.

Each bid must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the City of Billings, Montana, in the amount not less than ten percent (10%) of the total amount of the bid. The bid security will be retained by the City Clerk until the successful bidder enters into a contract with the City of Billings. If no contract is entered into, by the successful bidder, within sixty (60) days the security may be forfeited to the City of Billings.

No bids may be withdrawn after the scheduled time for the public opening of bids, which is 2:00 PM (MST) on Tuesday, April 5, 2022.



The right is reserved to reject any or all bids received, to waive irregularities, to postpone the award of the contract for a period of not to exceed sixty (60) days, and to accept that bid which is in the best interests of the City of Billings, Montana.

The City of Billings is an Equal Opportunity Employer.

EXAMINATION OF DOCUMENTS

Before submitting a bid, the bidder shall:

- a. Carefully examine the Standards and Specifications as well as all other attached documents;
- b. Fully inform themselves of the existing conditions and limitations;
- c. Include with the bid sufficient information to cover all items required in the specifications.

BID COMPLIANCE

It shall be the responsibility of the bidder to see that all bids are sealed and submitted to the office of the City Clerk at City Hall, 210 North 27th Street, Billings, Montana 59101 (P.O. Box 1178, Billings, MT 59103), before 2:00 PM (MST) on Tuesday, April 5, 2022.

BID MODIFICATIONS

Bids shall be made on the forms provided herein; they shall not contain any recapitulation of the work to be done. Modifications, additions or changes to the terms and conditions of this Invitation for Bid may be cause for rejection of the bid. Bids submitted on other forms may be rejected. No oral, telephone, email, fax or telegraphic bids or modifications will be considered.

CERTIFICATION OF ALTERATION OR ERASURE

A bid shall be rejected should it contain any material alteration or erasure, unless, before the bid is submitted, each such alteration or erasure has been initialed in INK by the authorized agent signing the bid.

INTERPRETATION PRIORITY

Should a bidder find discrepancies in, or omissions from, the specifications, or be in doubt as to their meaning, bidder shall notify Louis Engels at (406) 657-8349 or email him at engelsl@billingsmt.gov, who will send written instructions or addenda to all bidders. The City will not be responsible for oral interpretation. All addenda issued prior to bid opening shall be incorporated into and become a portion and part of the contract/agreement upon award. Questions received less than ninety-six (96) hours before the bid opening cannot be answered.

SIGNATURE

All bids shall be typewritten or prepared in ink and must be signed in longhand by the bidder or bidder's agent or designee, with his/her usual signature. A bid submitted by a partnership must be signed with the partnership name to be followed by the signature and designation of the partner signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name and signature



of an authorized agent or officer of the corporation. Bids submitted by a proprietorship must be signed by the owner; the name of each person signing shall be typed or printed legibly below the signature.

WITHDRAWAL OF BIDS

Bidders may withdraw their bid either personally or by written request at any time prior to the time set for bid opening. No bid may be withdrawn or modified after the time set for opening, unless and until the award of the contract is delayed for a period exceeding sixty (60) days.

BID PRICE VALID

Bidders must honor their bid price for sixty (60) days from the date of sealed bid opening.

CERTIFICATION

The bidder certifies that the bid has been arrived at by the bidder independently and has been submitted without any collusion designed to limit independent bidding or competition. The bidder further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specifications and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

Manufacturer's trade names, if used in specifications, are for the express purpose of establishing a standard of quality and coordination of design, not for the purpose of limiting competition.

EVIDENCE OF QUALIFICATION

Upon request of the City of Billings, a bidder whose bid is under consideration for award may be required to manifest satisfactory evidence of his financial resources, experience, the organization and equipment as well as service provisions bidder has available or will make available. In determining the lowest responsible bidder, in addition to price, the following considerations may be addressed:

- a) The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- b) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- c) Whether the bidder can perform the contract within time specified.
- d) The quality of performance of previous contracts, agreements and/or performance.
- e) Previous and/or existing compliance by the bidder with laws relating to the contract or services.
- f) Such other information which may be secured having a bearing on the decision to award the contract.

CONTRACTORS' GROSS RECEIPTS TAX AND PREVAILING WAGE RATES

The bidder understands that, if applicable, all contractors or subcontractors working on a publicly funded construction project are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more.



The bidder also understands that, if applicable and unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

C. Contract Requirements and Specifications

Chemicals – Polyaluminum Coagulant Blend for Water Treatment Plant – (See Attachment B)

D. Pricing and Addendum

Please bid net prices at which you will agree to furnish required goods or services.

Railcar quantities of COAGULANT \$ _____ /lb

Truck load quantities of COAGULANT \$ _____ /lb

275 gallon Tote Bin \$ _____ /Tote

TOTAL

(For the purposes of bid bond determination and evaluation of low bid, provide a total based upon 30,000 pounds of Coagulant at railcar price per pound.)

TOTAL BID PRICE - _____ dollars
(words)

and _____ cents (\$ _____)
(words) (figures)

I/We acknowledge _____ addendum.
#

Company Name

Date

Contact Name (please print)

Title

Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.
Polyaluminum Coagulant Blend

E. Standard Terms and Conditions

In case of default by the successful bidder or failure to deliver the goods or services within the time specified, the City Purchasing Agent, after written notice, may procure them from other sources and hold contractor responsible for excess costs occasioned thereby.

The specifications attached to the instructions to bidders establish a standard of quality desired by the City of Billings. Any bidder may submit quotations on any article which substantially complies with these specifications as to quality, workmanship and service. The City of Billings reserves the right to make its selections of materials or services purchased, based on its best judgment as to which articles substantially comply with the requirements of the specifications.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without prior written consent of the City of Billings.

No exception to delivery or service dates shall be allowed unless prior written approval is first obtained from the City of Billings.

The contractor warrants all articles supplied under this contract to conform to specifications, herein. The contractor will deliver a warranty stating that all articles supplied under the contract are fit and sufficient for the purpose manufactured, merchantable, and free from defects.

In the event the City is entitled to a prompt payment or cash discount, the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is later. If an adjustment of payment is necessary, the discount period shall commence on the date final approval for payment is authorized.

The contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any purchase order for the City unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

The City reserves the right to cancel and terminate this contract forthwith upon giving 30 days written notice to the contractor. (This provision does not apply to the purchase of materials and equipment. A purchase order for materials and equipment is a binding contract.)

Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this contract, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorneys' fees, including fees for in-house attorneys, expended or incurred in connection therewith.

Where applicable, possible or required, bidder is required to submit descriptive literature, sample material, design sketches and detailed shop drawings. Failure to submit required items may result in rejection of the bid or termination of contract.



The successful bidder may not make any advertising or sale use of the fact that contract items are being used by purchaser and other approved agencies, under penalty of contract termination.

This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

The contractor may not assign or subcontract the agreement, or the right to receive reasonable performance of any act called for by the contract, shall be deemed waived by a waiver by City of a breach thereof as to any particular transaction or occurrence.

Regardless of FOB point, contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein and such loss, injury, or destruction shall not release contractor from any obligation hereunder.

All materials submitted in response to this IFB become public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.

Information provided in response to this IFB will be held in confidence and will not be revealed or discussed with competitors prior to award of Contract by Council. However, one copy of each bid submitted shall be retained for the official files of the Department and will become public record after award of the Contract.

Records and materials that are constitutionally protected from disclosure are not subject to the provisions of this section.



F. Conditions and Non-Collusion Agreement

To receive consideration, this form must be signed in full by a responsible, authorized agent, officer, employee or representative of your firm.

CONDITIONS AND NON-COLLUSION AGREEMENT

We have read and agree to the conditions and stipulations contained herein and to the Standard Terms and Conditions contained on the attached.

We further agree to furnish the product/services specified at the prices stated herein. We additionally agree to deliver the products/services to the location and by the date set forth herein, if applicable.

In signing this bid, you also certify that you have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

Legal Name of Firm/Corporation

Authorized Signature

Address

Printed Name

City/State/Zip

Title

Date

Telephone Number



G. Intent to Respond Form

Fax or email the following Intent to Respond form to Louis Engels at least two (2) working days prior to the Bid Opening date of **Tuesday, April 5, 2022 even if** your company chooses **NOT** to participate.

To: City of Billings – Public Works Department

Attn: Louis Engels

Phone: 406-657-8349

Fax: 406-247-8580

Email: engelsl@billingsmt.gov

From:	_____	Contact Name
	_____	Company Name
	_____	Company Address

	_____	Email Address
	_____	Phone Number
	_____	Fax Number

Please indicate whether or not you intend to submit a bid on: **Tuesday, April 5, 2022** by checking **Yes or No** below.

We intend to respond by the specified due date:

Yes _____ No _____

Company Name

Date

Contact Name (please print)

Title

Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.



ATTACHMENT A

VENDOR LIST

CHEMICALS – POLYALUMINUM COAGULANT BLEND

Thatcher Company of Montana
Attn: Jim Perkins
3200 Raser Drive
Missoula, MT 59801
(406) 721-3479
jimp@tchem.com

Brenntag Pacific Inc.
Attn: Steven Crowell
7535 Mossmain Lane
Billings, MT 59106
(406) 628-3640
SCromwell@brenntag.com

Kemira Water Solutions
Attn: Nikolai Alexejew
4321 W. 6th Street
Lawrence, KS 66047
(785) 842-1277
nikolai.alexejew@kemira.com

Sterling Water Technologies
Attn: Beverly Robinson
P.O. Box 602
Columbia, TN 38402-0602
(800) 426-2428
brobinson@sterlingwatertech.com

Hawkins, Inc.
Tom Keller
2381 Rosegate
Roseville, MN 55113
(800) 328-5460
tom.keller@hawkinsinc.com

Hawkins Water Treatment Group
Attn: Ross Lehner
1519 Old Hardin Road
Billings, MT 59101
(406) 245-6246
customer.service@hawkinsinc.com

Aqua-Pure Inc.
Attn: George Reck
716 N Helen Ave
Sioux Falls, SD 57104
(218) 790-0092
gallenreck@aol.com

Summit Chemical
Attn: Bob Hodges
45 River Road, Suite 300
Flemington, NJ 08822
(908) 782-9500
info@summitchem.com

Univar USA Inc.
Attn: Jennifer Perras
200 Dean Sievers Place
Morrisville, PA 19067
(215) 428-6990
Jennifer.perras@univar.com

Carus Corp
Barbie Smith
P.O. Box 599
Peru, IL 61354
(815) 224-6593
bids@caruscorporation.com

PWXPress
Mary Miller
1900 Coffeport Road
Jacksonville, FL 32208
bids@pwxpress.com
(408) 676-8941



ATTACHMENT B

CONTRACT REQUIREMENTS AND SPECIFICATIONS

CHEMICALS – POLYALUMINUM COAGULANT BLEND

This bid is for a fixed price for polyaluminum coagulant blend for a period of twelve (12) months from award of the contract. The City of Billings has the option to renew the contract for one (1) year at a time, up to a total of three (3) years contingent upon:

The new price for the product can be mutually agreed upon by both parties, and satisfactory performance and delivery by the successful bidder in the sole opinion of the City of Billings

The product must meet or exceed the demonstrated performance of Hawkins AquaHawk 457 or Kemira PAX-XL 3920LX in plant scale testing as outlined in solicitations for testing sent to suppliers in February 2022.

Product performance is solely a decision of the City of Billings.

All bidder's must certify in an attachment to the bidding documents or in a cover letter with the bid that they have a backup source for their coagulant product should their primary source be shut down or otherwise become unavailable, potentially disrupting deliveries of this essential product.

COAGULANT BLEND:

The polyaluminum coagulant blend (coagulant) shall be AquaHawk 457 supplied by Hawkins Inc or PAX-XL 3920LX supplied by Kemira, Inc. or an equivalent produced by another manufacturer. Equivalence must have been demonstrated through plant scale testing prior to this bid per the letters sent to prospective suppliers on February 7, 2022 requesting prospective coagulant blends for lab and plant scale testing. Pertinent chemical and physical specifications for AquaHawk 457 or Kemira PAX-XL 3920LX or approved equivalent product are as follows:

ATTACHMENT B

PRODUCT SPECIFICATIONS	
Item	Requirement
NSF Standard 60 Certification	Required
Compliant with applicable AWWA Standards	Required
Appearance	Clear liquid free of precipitate
Turbidity	< 50 NTU
Specific Gravity	≈1.29
pH	4-4.4 (as 30% solution)
Aluminum Content (Al) (% by wt)	9.8-11%
Aluminum Oxide Content (AL ₂ O ₃) (% by wt)	18.7 – 20.7%
Product Basicity	>79%
Alkalinity Demand	≤0.25 mg alkalinity/mg product
Cationic Polymer (DADMAC)	Approximately 16% by weight
Iron content (Fe) (% by wt)	<0.01%
Sulfates (% by wt)	≈0
Epichlorohydrin Residual	None
Acrylamide Monomer Residual	None
Shelf Life	>12 months

Bidders shall submit a certified analysis of the product being offered with their bid. The analysis shall address the 16 items listed in the Product Requirements Table at a minimum.

QUANTITY:

The approximate quantity of coagulant used by the Billings Water Treatment Plant varies from approximately 800,000 to greater than 1,000,000 pounds per year. The City provides no guarantee regarding the total amount of the coagulant it will purchase from the vendor.

DELIVERY REQUIREMENTS:

Vendor must be able to supply product by railcar (approximately 100 ton capacity), tank truck and plastic tote bin (275 gallon).

Loads for delivery via the rail system must be loaded and shipped within seven (7) working days after the order. If a railcar order is not shipped within seven (7) working days, the vendor will provide coagulant by tank truck at railcar pricing while the railcar shipment is in route if the City determines that such a delivery is necessary.

It is the City of Billings policy to maintain at least a 45 day supply of coagulant on hand at all times. The City of Billings boosts stocks of coagulant in the fall of the year and does not order railcar quantities during the winter (November through April 1st) to avoid receipt of frozen product. Vendor must ensure that the coagulant does not freeze during shipment. The City of Billings will reject any product that is frozen or is suspected of having been frozen during shipment.

ATTACHMENT B

Vendor must have the production capacity and secured transportation capacity to maintain the City on-hand stock requirements and to build up on-hand supplies in advance for the winter months. The approximate delivery capacity in terms of pounds per month to meet the City's requirements is listed in the following table. Rail time for deliveries has varied in the past from less than 20 days to 6 weeks. The Vendor is required to use railcars capable of delivering up to 100 tons of product to minimize potential supply disruptions stemming from unpredictable rail delivery or the product may be delivered by truck. It is the Vendor's responsibility to account for the long and unpredictable rail transport time when assessing their production and transportation needs to meet the City's monthly coagulant requirements. Railcar deliveries will be accepted from April through October. The following table provides an example of how the deliveries may be made. Actual delivery requirements during the April through October delivery window will vary.

Projected Monthly Coagulant Delivery Requirements*		
Month	Coagulant (lbs)	Notes
January	0	No railcar deliveries, heated tank truck if required
February	0	No railcar deliveries, heated tank truck if required
March	0	No railcar deliveries, heated tank truck if required
April	200,000	
May	200,000	
June	200,000	
July	200,000	
August	200,000	
September	0	
October	200,000	
November	0	No railcar deliveries, heated tank truck if required
December	0	No railcar deliveries, heated tank truck if required

*Planning Guide Only

Tank truck loads of coagulant must be delivered to the Billings Water Treatment Plant within seven (7) business days after the order.

Tank truck deliveries may be made Monday–Friday between 7:30 a.m. – 2:00 p.m., excluding legal holidays. Twenty-four (24) hour notice of delivery time is required.

Delivery drivers shall possess verifiable identification in order to gain entry into the facility.

Shipments shall conform to all current requirements of the U.S. Department of Transportation.

All loads of coagulant are to be sealed at the manufacturing facility. Identification information from the seal shall be appropriately annotated on the bill of lading. Unsealed loads or loads with seals not conforming to the identification on the bill of lading will be rejected.

A certified analysis of the coagulant must accompany the bill of lading for each load.



ATTACHMENT B

The City of Billings will obtain sample of each load delivered by the vendor and may independently analyze the product for compliance with contract specifications.

Loads of coagulant suspected of contamination will be rejected.

PRODUCT MEASUREMENT FOR PAYMENT:

Payment will be based upon the quantity of coagulant actually received and measured at the Billings Water Treatment Plant according to the following general formula:

Gallons Product Received x Specific Weight of Product (Lbs/Gal) x Contract Price per Pound (\$/lb)

OTHER:

The vendor shall have an approved technical representative onsite during initial product testing, as may be requested by the City of Billings, and available with 72-hours notice for support and/or consultation, if required.

Price for the product is to include costs of delivery to the Billings Water Treatment Plant at 2251 Belknap Avenue; Billings, Montana.

END: CONTRACT SPECIFICATIONS